

QMP

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA,

v.

YIHUAO PU

FILED

NOV - 3 2011

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

No. 11 CR 699-1  
Magistrate Judge Maria Valdez

**FORFEITURE AGREEMENT**

Pursuant to the Amended Pretrial Release Order entered in the above-named case on November 3, 2011, and for and in consideration of bond being set by the Court for defendant YIHUAO PU in the amount of \$100,000, being fully secured by real property, **HANSONG PU AND SUYUE WANG (husband and wife) and GRANTOR(S)** hereby warrant and agree:

1. HANSONG PU AND SUYUE WANG warrant that they are the sole record owners and titleholders of the real property located at 8 Homestead Street, Lexington, Massachusetts and described legally as follows:

A CERTAIN PARCEL OF LAND TOGETHER WITH THE BUILDINGS THEREON, SITUATED ON HOMESTEAD STREET IN LEXINGTON, MIDDLESEX COUNTY, MASSACHUSETTS, WITH THE BUILDING(S) THEREON, BEING SHOWN AS LOTS 123 TO 129 INCLUSIVE ON PLAN OF LEXINGTON FARMS, RECORDED WITH MIDDLESEX SOUTH DISTRICT DEEDS IN PLAN BOOK 202, PAGE 11, TOGETHER BOUNDED AND DESCRIBED AS FOLLOWS:

NORTHWESTERLY by Homestead Street, One Hundred Seventy-Five and 00/100 (175.00) feet;

NORTHEASTERLY by lots 86 & 89, as shown on said plan, One Hundred and 00/100 (100.00) feet;

SOUTHEASTERLY by Lots 90 to 96 inclusive, One Hundred Seventy-Five and 00/100 (175.00) feet; and

SOUTHWESTERLY by Lot 122 on said Plan, One Hundred and 00/100 (100.00) feet.

Containing 17,500 square feet of land, more or less.

HANSONG PU AND SUYUE WANG warrant that there are two outstanding mortgages or home equity lines against the subject property and that their equitable interest in the real property equals at least \$100,000.

2. HANSONG PU AND SUYUE WANG agree \$100,000 of their equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant XIHAO PU fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. HANSONG PU AND SUYUE WANG further understand and agree that, if the defendant XIHAO PU should violate any condition of the Court's release order, and their equity in the property is less than \$100,000 they will be liable to pay any negative difference between the bond amount of \$100,000 and their equitable interest in the property, and HANSONG PU AND SUYUE WANG hereby agree to the entry of a default judgment against them for the amount of any such difference. HANSONG PU AND SUYUE WANG have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. HANSONG PU AND SUYUE WANG further agree to execute a quit claim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. HANSONG PU AND SUYUE WANG understand that should defendant XIHAO PU fail to appear

or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

4. HANSONG PU AND SUYUE WANG further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court.

5. HANSONG PU AND SUYUE WANG further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant XIHAO PU they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. HANSONG PU AND SUYUE WANG agree that the United States shall file and record a copy of this Forfeiture Agreement with the Middlesex County Registry of Deeds as notice of encumbrance in the amount of the bond.

6. HANSONG PU AND SUYUE WANG hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

Date: 11/3/2011

Hansong Pu/SW  
**HANSONG PU**  
**Surety/Grantor**

Date: 11/3/2011

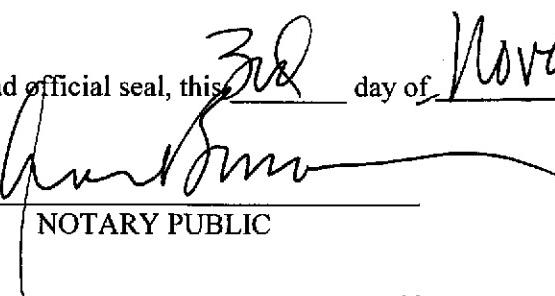
Suyue Wang  
**SUYUE WANG**  
**Surety/Grantor**

State of \_\_\_\_\_, County of \_\_\_\_\_ ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Hansong Pu and Suyue Wang**, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this

3rd

day of November, 2011

  
\_\_\_\_\_  
**NOTARY PUBLIC**

Commission expires \_\_\_\_\_, Notary Public.



**Prepared By and Return to:**

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